BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

OFFICE OF

THE GENERAL MANAGER (ELE)
DAS, SG & TIC
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru - 560102
E mail address: gmdas@bescom.co.in

REQUEST FOR PROPOSAL

"ANNUAL MAINTENANCE OF DISTRIBUTION TRANSFORMER LIFECYCLE MANAGEMENT SOFTWARE (DTLMS) FOR A PERIOD OF THREE YEARS".

Tender Reference: **BESCOM/2026-27/SE0471**

Date and time for commencement of downloading of tender document from the e-procurement portal *https://KPP.karnataka.gov.in* : **As per e-procurement portal**

Last date and time for seeking clarifications if any : **As per e-procurement portal**

Date, time and venue of Pre-bid meeting : **As per e-procurement portal**

Venue: **O/o General Manager (El), DAS, SG & TIC, BICC-1, 23rd Main, 17th Cross, Sector-2, HSR Layout, Bengaluru – 560102**

Last date and time for submission/uploading of tender in the E-procurement portal *https://KPP.karnataka.gov.in* : **As per e-procurement portal**

Date and time for opening of the Technical tenders : **As per e-procurement portal**

Date and time for opening of the financial tenders: Will be notified to the qualified tenderers on the e-procurement portal.

KEY EVENTS AND DATES

1	Tender Inviting Authority	GM (DAS,SG&TIC), BESCOM
2	Job Requirement	As per KPP portal (Karnataka Public Procurement Portal https://KPP.karnataka.gov.in)
3	Date of Publication of RFP	As per KPP portal
4	Last date of Receiving Queries/ Clarification	As per KPP portal
5	Time, Date and venue of Pre - bid meeting	As per KPP portal
6	Date of Response to Bidder Queries	As per KPP portal
7	Last Date of Submission of bids	As per KPP portal
8	Bid Processing Fee Payable	As per KPP portal
9	Amount Put To Tender	Rs.2,97,00,000/-
10	Earnest Money Deposit	Rs.4,45,500/-
11	Name of the contact person for any clarification	GM(DAS,SG & TIC), BESCOM Email: gmdas@bescom.co.in Contact No:9448279010
12	Date till which the bid submitted in response to RFP is valid	180 days from the last date of submission of bids.

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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly Owned by Government of Karnataka)

E-mail: gmdas@bescom.co.in

The General Manager (Ele.,)
DAS, SG & TIC
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru - 560102

SECTION-1: LETTER OF INVITATION

Request for Proposal for selection of vendor for "ANNUAL MAINTENANCE OF DISTRIBUTION TRANSFORMER LIFECYCLE MANAGEMENT SOFTWARE (DTLMS) FOR BESCOM FOR A PERIOD OF THREE YEARS"

1. The General Manager (Ele,), DAS, SG & TIC, BESCOM invites Request for proposal (RFP) from eligible bidders for "Annual Maintenance of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM".
2. More details on the Services are provided in the attached Terms of Reference.
3. The method of selection of bidder shall be Least Cost Selection (LCS) Method as per the clause 28(d) of KTPP act. The bidders interested to participate in providing services shall satisfy the following conditions with achieving minimum technical score indicated in the Data Sheet.
4. **Scope of work/services:**

Bidder shall maintain the Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM for a period of Three years. Please refer section 5.3.

Pre-Qualification Criteria		
Technical Qualification Criteria		
Sl. no	**PQ Criteria**	**Documents to be uploaded**
1	The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto;	1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Declaration from Directors of the Company in MBP-1 Form, stating that they are not disqualified to be a Director of the Company, along with the list of Companies in which they are Directors as on the date of inviting tender (s).

	b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP.
	c) Partnership Firm under Partnership Act, 1932 in India;	1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable.
	d) Sole Proprietorship Concern	PAN/GST Registration Certificate
2	The Bidder must have the experience of developing a Web based application & Mobile based application for any Government departments/Electrical utilities in any one of the preceding five years i.e 2021-22, 2022-23, 2023-24,2024-25 & 2025-26	Bidder shall upload PO or DWA along with completion and performance certificate from an officer not less than the rank of Executive Engineer or equivalent rank officials of Government departments/Electrical utility.
3	The bidder shall have satisfactorily completed, as a prime contractor, at least One work of Annual Maintenance Contract of Web based Distribution Transformers Lifecycle Maintenance Software (DTLMS) for a minimum quantity of One Lakh Distribution Transformers during the last five years from 2021-22, 2022-23, 2023-24,2024-25 & 2025-26 in any of the Government departments/ Electrical Utility/Public/Private sector. The value of such work shall not be less than 80% of Estimated value of the contract Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight age of 10% per year to bring them to the price level of FY in which the tenders are invited.	Bidder shall upload PO or DWA along with completion and performance certificate from an officer not less than the rank of Executive Engineer or equivalent rank officials of Government departments/Electrical Utility/ Public /Private sector.
4	The bidder shall have ISO 9001 and ISO 27001 certificates related to Software/IT related services. Bidder shall own this Certificate as on the date of tender notification.	Bidder shall upload the Copy of ISO certificates
5	The Bidder must have assessed and possess a valid SEI/CMMI certified level 3 and above. The Bidder shall own this certificate as on date of tender notification.	Copy of SEI/CMMI certificates shall be uploaded.

6	The bidder must have functional office in the Bangalore city for which bidder/agency wants to participate.	Bidder shall upload notarized Self-declaration
Financial Qualification Criteria		
7	The Annual Turnover should not be less than TWO times the Estimated annual payment under this contract in any two of preceding Five financial years viz., 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26. Note: Updated to the FY in which the tenders are invited. The value of the completed works shall be given a weight age of 10% per year to bring them to the price level of FY in which the tenders are invited.	The bidder shall upload a certified copy of the audited annual account statement/balance sheet/Profit and Loss statement preceding five financial years viz., 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26.
8	Tender Capacity: The Bidder who meets the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the Amount Put to tender. The available tender capacity will be calculated as under: *Assessed available tender (A*N*1.5-B) capacity* *A = Maximum value of works executed in any one year during the last five years (updated to FY 2025-26 in which tenders are invited), taking into account the completed as well as works in progress.* *N = Number of years prescribed for completion of the works for which tenders are invited.* *B = Value, at FY in which tenders are invited price level, of existing commitments and on-going works to be completed during the next 2 years.* The information regarding Qualifying requirement has to be filled by the Bidder in prescribed format mentioned under section 3 Qualification Information of KW4.	Scanned copy of the statements showing the Total value executed & payment received (excluding GST) in the last five years (FY-2021-22 to FY 2025-26) and UDI number of the bidder duly certified by the Chartered Accountant shall be uploaded. Scanned copy of the statements showing the value of existing commitments & on-going works (Excluding GST) as well as the stipulated period of completion remaining for each of the works as per the format prescribed in the bid documents certified by the Employer in charge, not below the rank of an Executive Engineer or equivalent shall be uploaded. The bidder note that the value of pendency of work (Excluding GST) shall be considered based on financial progress achieved in the particular work as on the date of bid submission.
9	The Liquid Assets as on 31.05.2026 or at later date before last date of submission of technical bid consisting of cash at bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank shall not be less than 25% of the amount put to tender. The cash at bank, bank deposits and fund based credit facilities as on 31.05.2026 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance on given date. (The bidder is having the bank accounts in multiple banks. The cash at bank, bank deposits and fund based credit facility for the bidder should on the	The cash at bank, bank deposits and fund based credit facilities as on 31.05.2026 or at later date before last date of submission of technical bid shall be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance amount on given date. (The bidder is having the bank accounts in multiple banks, the documents issued by banks supporting cash at bank, bank deposits and fund based credit facility for the bidder, should on the same date for all the banks).

	same date for all the banks). In case of Fund based credit facility, the certificate issued by the scheduled/nationalized bank duly mentioning the sanctioning limits / funds.	
GENERAL REQUIREMENTS		
10	Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or b) Record of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or c) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.; and/or d) Defaulted/short closed due to non-performance against the order placed by any Public Electrical Utility/Govt. utility.; and/or e) Black-Listed by any Public Electrical Utility/Govt.	Bidder shall upload notarized Self-declaration. If BESCOM found that any misleading information and/or suppressing of the facts by the Bidder, BESCOM shall reject the bid and such Bidder will be blacklisted and the decision of the BESCOM shall be final.
11	Litigation History: The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.	Bidder shall upload notarized Self-declaration
12	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Bidder shall upload Registration certificate issued by the competent authority.
13	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: *I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)*	Bidder shall upload notarized Self-declaration as per enclosed format specified.

5. Interested bidders may submit their proposals for implementation of the proposed work along with requisite EMD declaration (as notified in the KPP Portal) through online at https://www.KPPP.karnataka.gov.in.

6. **Earnest money deposit:** Please refer EMD clause (clause 13 of Instructions to Tenderers)

7. Tender Processing fee : As per stipulation in the e-procurement portal

SECTION 2: INSTRUCTION TO TENDERERS (ITT)

A: General

1.Scope of Tender:

The objective of this tender is to select vendor for Annual Maintenance of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM explained in Section 5 Terms of Reference & Scope of Services.

2.Eligible Tenderers:
2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
2.2 Tenders from Joint ventures are not acceptable.

3.**Qualification of the Tenderer:** Please refer Clause 3, Section 1 of Letter of Invitation.

4. VOID.

5. **Cost of Tendering:**

The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:
The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender Documents

7.1 The set of tender documents shall have all the Sections given in Contents
7.2 Both the sets should be completed and returned with the tender.

8.Clarification of Tender Documents: (Pre Bid Meeting)

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by mail or to the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Clarifications for the same shall be uploaded in KPP portal.

8.2 Pre-Bid meeting:

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place as per calendar uploaded in the KPP Portal.

8.2.2 VOID

8.2.3 The tenderer is requested to submit any questions in writing or by email to reach the Employer on or before the Pre bid meeting.

8.2.4 VOID

8.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents shall be uploaded in the KPP portal.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two-part system as per KPP Portal and shall contain the documents as follows:

10.1.1 First part- technical bid as per KPP portal

a. Earnest Money Deposit;
b. Qualification Information as per formats given as per PQ Requirement as detailed in clause 3.

- In preparing the Technical Bid, tenderers are expected to examine the documents comprising this tender documents in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.

- While preparing the Technical Bid, tenderers must give particular attention to the following:

- For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The bid shall, however, be based on the number of key professional staff-months estimated by the firm.

- It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

- Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

- Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- Reports to be issued by the tenderers as part of this assignment must be in the language(s) specified

in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Employer's official language.

- The Technical Bid should provide the following information using the attached Standard Forms (Section 3)

- A brief description of the tenderer's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- Any comments or suggestions on the Detailed scope of work and on the data, a list of services, and facilities to be provided by the Employer (Section 3C).

- The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3D).

- CVs recently signed by the proposed key professional staff and the authorized representative submitting the bid (Section 3E). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- Any additional information requested in the Data Sheet.

- The Technical Bid shall not include any financial information.

10.1.2 Second part: - Price bid (Financial bid) as per KPP Portal

(a) The Tender (in the format indicated in Section 4).

(b) and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and All Appendices shall be filled in without exception.

10.2 In preparing the Financial Bid, tenderers are expected to take into account the requirements and conditions of the bidding documents. The Financial Bid should follow Standard Forms (Section 4).

- The tenderers should quote their total price offer in lump sum in KPP portal for all the services sought by BESCOM in the detailed scope of work of this tender document, including all applicable Taxes. The breakup of cost for all items of the Tender documents shall be provided to the employer in the event of the order. Tenderers shall express the price of their services in Indian Rupees.

- The Data Sheet indicates how long the bids must remain valid after the submission date. During this period, the tenderer is expected to keep available the key professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the bids, the tenderers who do not agree have the right not to extend the validity of their bids.

11 Tender prices:

11.1 The contract shall be for the whole works as described in Clause 1 based on the priced Bid submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices (both in figures and words) for all items of the Works described in the Price Bid along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. The Tenderer should quote their total price offer in KPP portal for all the services sought by the BESCOM in the Detailed scope of work, including all applicable Taxes. The breakup of cost for all items of the tender shall be provided to the employer in the event of the order firm shall express the price of their services in Indian Rupees.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 VOID

12 Tender validity

12.1 Tenders shall remain valid for a period 180 days after the deadline date for tender submission specified in Clause 16

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13.Earnest money deposit

13.1 Earnest Money Deposit (EMD)

13.2 The tenderers are requested to pay EMD as indicated in the KPP portal along with the Technical Bid.

13.3 The tenderer can pay the Earnest Money Deposit (EMD) in the KPP portal.

13.4 The tenderer’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the tenderer taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government’s central pooling account at designated Bank until the contract is closed.
b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of tenderer to ensure that payment through NEFT reaches Payment to Government of Karnataka's designated Bank before Bid submission date and time, through online payment.

For the details on e-Payment services refer to KPP portal for more details on the process.

13.5 REFUND OF EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful tenderers will be refunded to the respective Bank accounts of the tenderer registered in the KPP PORTAL.

- The earnest money deposit of unsuccessful tenderer will be returned after the award of proposal to the successful tenderer.

- The earnest money deposit of the successful tenderer will be discharged when the tenderer has furnished the required Performance Security and signed the Agreement.

- The earnest money deposit may be forfeited:

  i. if the tenderer withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
  ii. in the case of a successful tenderer, if the tenderer fails within the specified time limit to furnish the required Security deposit or sign the Agreement.
  iii. in case of tenderer submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

The original Bid (Technical Bid and Financial Bid; shall be as per clause per clause 10.1 of the ITT

14. Format and signing of Tender

14.1 An authorized representative of the tenderer shall digitally sign the Bid in KPP portal. The representative's authorization is confirmed by a written power of attorney accompanying the Bid.

14.2 The tenderer shall submit the bids separately i.e., Technical and Financial electronically online in Government of Karnataka KPP portal.

14.3 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on KPP portal. The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed. After the deadline for submission of bids, the Technical Bid shall be opened by the evaluation committee and evaluation will be done. The tenderers who are technically qualified will be intimated through KPP portal only.

D. Submission of Tenders

15. VOID

16. Deadline for submission of the Tenders as per Calendar of events: As per KPP Portal calendar of events.

16.1 Tenders must be received by the Employer at the address specified above no later than. As per KPP portal deadline In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. VOID

18. Modification and Withdrawal of Tenders: No modifications of the tenders or withdrawal of tenders.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

BID EVALUATION

- From the time of bids are opened to the time the contract is awarded, if any tenderer wishes to contact the Employer on any matter related to its bid, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the tenderer's bid.

- Evaluators of Technical Bids shall have no access to the Financial Bids until the technical evaluation, including its approval by competent authority is obtained.

  Evaluation of Technical Bids

  - The technical bids are evaluated under KW4 and LCS method of KTPP on the following basis:
    - Payment of EMD
    - Eligibility criteria specified (PQR) and the documents furnished by the Tenderer in technical bid in support of meeting the eligibility criteria under LCS method
    - Presentation/demonstration on the technical specifications and functionalities and the score obtained under LCS method
  - The technical bids shall not contain the financial part of the bid. In case the prices are disclosed at technical evaluation stage, the bid is liable for rejection as a whole.
  - Verification of original documents: The tender inviting authority reserves the right to verify the original documents, copies of which submitted through KPP Portal during the submission of tender. The tenderer shall produce the Original Documents during the Demonstration of the Application/Software or as and when requested by the Tender inviting authority. Failure on the part of the Tenderer to produce original document on demand at any point of time may result in rejection of the bid.
  - Submission of Original Documents: It is mandatory that, the Successful tenderer shall submit following documents in original with original seal and signature (of which the softcopies uploaded through KPP portal) within 7 days, from last date prescribed for submission of Technical Bids, such as Forms of Annexure Forms of Specification/technical compliance, Affidavits/Declarations specific for the tender, Documents/communications particularly addressed to Tender inviting authority/or limited to Current tender.
  - The Employer may waive any minor informality or non-conformity or irregularity in a supporting document being submitted against meeting the eligibility criteria, which does not constitute a material deviation from the eligibility criteria and technical/specification requirement prescribed, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer. For this provision, the Tender Inviting authority or the Tender Accepting authority or the Tender Scrutiny Committee may seek bonafide clarifications from Tenderers during the evaluation of tenders under Rule 23(3) of Karnataka Transparency in public Procurement Rules. 2000.
  - The bids are evaluated strictly against the terms and conditions of the tender as a whole and any counter offer or conditional offer with regard to delivery period, payment, specification, scope of the work etc., will be ignored and deemed to be invalid unless it is specifically noted and accepted by the competent authority during the evaluation/acceptance of the bids. No claim of the tenderer will be considered in such instances at later stage.

Note: Tenderer shall upload the documents specific to the Qualifying requirement (QR) ONLY. Any general document containing vague information and resemblances to the QR can lead to rejection of the tender.

- The evaluation committee appointed by the Employer as a whole, and each of its members individually, evaluates the bids on the basis of their responsiveness to the Detail scope of work, applying the evaluation criteria and point system specified in the Data Sheet.

  The tenderers qualifying the above Pre-Qualification criteria will be evaluated as per the point system specified for technical evaluation criteria in the data sheet based on the documents uploaded and technical demonstration by the tenderer to the committee appointed by BESCOM.

As per KTPP Act 28D,

Least Cost Selection(LCS) :- The Least Cost Selection method is more appropriate to selection of consultants for assignments of a standard or routine nature (audits, engineering design of non-complex works and so-forth) where well established practices and standards exist. Under this method a minimum qualifying score for quality is established and indicated while inviting proposals. Short-listed consultants shall submit their proposals in two envelopes. The technical proposals shall be opened first and evaluated. Proposals scoring less than the minimum technical qualifying score shall be rejected, and the financial envelopes of the rest shall be opened in public. The Consultant with the lowest evaluated price shall be selected.

Each responsive bid will be given a technical score (St). A bid shall be rejected at this stage if it does not respond to important aspects of the Detail scope of work or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The Employer shall prepare minutes of the Tender opening, as procedure stipulated in the KPP Portal.

20. Evaluation of Financial Bids:

- After the evaluation is completed, the Employer shall notify those tenderers whose bids did not meet the minimum qualifying mark or were considered non-responsive to the tender document in the KPP portal only. The Employer shall simultaneously notify the tenderers that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids. The date of opening of financial bid will be notified in KPP portal only.
- The Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend.
- The Client will select the lowest proposal (‘evaluated’ price). The selected bidder will be invited for negotiations.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders:

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness:

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether Tender;
(a) has been properly signed; as per KPP Portal
(b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. VOID

25. Evaluation and comparison of Tenders:

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 VOID

25.3 VOID

25.4 VOID

25.5 VOID

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of Clause 2, and
(b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement:

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email confirmed by registered/speed post issuing letter of Intent. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit:

29.1 Within 15 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price.
- bank guarantee / e-bank guarantee in the form given in Appendix F;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

29.3 VOID

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

PERFORMANCE SECURITY

- Within 15 days of issue of the Letter of Intent in KPP portal (a copy will be submitted through e-mail as well), the successful tenderer shall deliver to the Employer a Security deposit in the form of Bank Guarantee in the favor of BESCOM at an amount equivalent to 5% (Five percent) of the Contract price.

- Performance Security shall be provided to the Employer not later than the date specified in the Letter of Intent and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall remain valid for a period of 60 days from the date of expiry of contract period.

- The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

- Prior to including a claim under the performance Guarantee the Employer shall in every case notify the contractor stating the nature of the default in respect of which the claim is made.

30. VOID

31. Corrupt or Fraudulent practices:

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in Clause- 2.7 of the General Conditions of Contract.

DATA SHEET

Instruction to Tenderers

No.	Section	Title	Details
1	1.1	Name of Client	BESCOM or its authorized representative.
2	1.2	The method of selection is:	Least Cost Selection (LCS) Method.
3	1.3	Description of Assignment.	As per Terms of Reference.
4	1.4	Financial Proposal to be submitted together with Technical Proposal	YES
		Name of the assignment is:	Annual Maintenance of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM for a period of Three Years.
5	1.5	The Assignment is Phased	No, the Assignment is continuous in nature.
6	1.6.1	A Pre Proposal Conference will be held :	Yes.
		Pre proposal conference time & date	Time & date as notified in the e-Procurement portal
7	1.6.2	A pre-proposal conference venue	The Conference hall, 3rd Floor, Belaku Bhavana, Corporate Office, BESCOM K.R Circle, Bangalore 560 001. Karnataka, India. E-mail:gmdas@bescom.co.in
8	1.7	Clients Inputs	The General Manager, DAS, SG & TIC will provide the available information.
9	1.8	The Client envisages the need for continuity for downstream work	No.
10	1.9	Clauses on fraudulent and Corrupt practices	Contract will be terminated as per Sub-Clause 2.7.1of General Conditions of Contract.
11	2.0	Clarification of any item of the RFP	Clarifications may be sought from Office of the General Manager, DAS, SG & TIC BICC-1, 23rd Main, 17th Cross Sector-2, HSR Layout Bengaluru – 560102 on or before the dead line set for seeking clarifications in the following format only

			<table><tr><th>Sl. no.</th><th>Section no. / Clause no.</th><th>Page no.</th><th>Description/ Reference/ Subject</th><th>Clarification Sought</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table> Email: **gmdas@bescom.co.in** Also, bidder can submit on line clarification through e-Procurement portal through query option on or before the deadline notified in E-portal.
12	2.1	Language of the Proposal	English
13	2.2	Bidder participating in RFP may associate with other Bidders	Bidder participating in RFP should not associate with other participating Bidder.
14	2.3	The estimated number of key and sub key professional staff months required for the assignment is:	The estimated number of key and sub key professional staff is indicated in Terms of Reference and scope of Bidder.
15	2.4	The minimum qualification and experience required for the proposed key and sub key professional staff is:	As per schedule in Terms of Reference and scope of Bidder.
16	2.5	Official Language Language of reports	English
17	2.6	Training is an important feature of this Assignment	Partially Yes.
18	2.7	Additional Information in the Technical Proposal includes	NIL
19	2.8	Validity of Proposal	180 (One Hundred and Eighty) days from the last date of submission of proposal.
20	2.9	Last Date and time for submission of proposal	As notified in the Government of Karnataka e-Procurement portal
21	3.0	The address to send information to the Client is:	The General Manager (Ele) DAS, SG &TIC BICC-1, 23rd Main, 17th Cross Sector-2, HSR Layout Bengaluru – 560102 Email:**gmdas@bescom.co.in**

22	3.1	Location for Negotiations	At Clients Office
23	3.2	Commencement of Assignment	Next day of issue of Work Order.
24	3.3	Location of Assignment	HSR Layout, Bangalore.
25	3.4	Performance Security	5% (Five percent) of the Contract Amount

TABLE

Key personnel break up details:

Sl. No	Key Professionals	Required Nos.	Working Experience
1.	Project Manager/ Business Analyst (For all meetings/discussion with BESCOM)	2	> 3 years
2.	Implementation Manager/Quality Analyst	2	> 3 years 2 to 3 years
3	Development Lead (For all meetings/discussion with BESCOM)	1	> 3 years
4	Technical Support	2	2 to 3 years

SECTION: 3 TECHNICAL PROPOSALS – STANDARD FORMS
(To be filled out and uploaded in the E-procurement portal)

3A. Technical Proposal submission form.

3B. Bidder's references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Team composition of task assignments.

3E. Format of Curriculum Vitae of proposed key professional staff.

3F. Power of Attorney of Authorized Signatory

3G. Summary of the CV's of Key Staff Proposed

3H. Summary of bidder Annual Turnover.

3I : Summary of bidder Experience/Qualifications.

3J. Affidavit regarding correctness of information furnished and documents submitted.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter Head of the Bidder)

[*Location, Date*]

FROM: (Name of Bidder)

To,

The General Manager (Ele)
DAS, SG &TIC
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102.

Sir,

Subject: **“”– Regarding Technical Proposal.**

We, the under signed, offer to provide the services for the above in accordance with your Request for Proposal notified in the e-procurement portal as Enquiry No **BESCOM/2026-27/SE0471.** We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal encrypted in Government of Karnataka e-Procurement portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Bidder:_____
Address: _____

3B. BIDDER'SREFERENCES

A - Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Bidder's Experience

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

[Using the format below, provide information on each assignment for which your firm for this assignment, was legally contracted for carrying out services similar to the ones requested under this assignment.]

Assignment name:	value of works for which services is obtained : (Indian Rs): Value of the contract : (Indian Rs):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Key professional staff Provided by Your Firm/entity(profiles):
Address:	Number of Staff assigned for the project:
Start date (month/year): Completion date (month/year):	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder:_____

Address: _____

Note: Along with this format, the Experience certificate from the officer not below the rank of Executive Engineer or equivalent of the concerned utility shall be attached.

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff : [Project Manager/Implementation Manager/Development Lead]

Name of Staff	Qualification	Year of Experience	Position Assigned	Task Assigned

2. Support/Technical Staff

Name of Staff	Qualification	Year of Experience	Position Assigned	Task Assigned

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder:_____

Address: _____

3E. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Bidder: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:
[List all tasks to be performed under this assignment]

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.*]

Education:
[*Summarize college/university and other specialization of staff member, giving names of schools, dates attended, and degrees obtained.*](Copy of the Mark sheet shall be attached)

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the years mentioned in RFP, also give types of activities performed and Client references, where appropriate.*] (copy of Experience certificate shall be attached)

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, the undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Full name of the Bidder and Signature of Authorized Signatory

Date:
Place:

3F. Power of Attorney of Authorized Signatory

(To be executed on appropriate non judicial stamp paper)

We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid by the General Manager (Ele),DAS, SG & TIC,BICC-1, 23rd Main, 17th Cross,Sector-2, HSR Layout,Bengaluru – 560102, BESCOM (the " General Manager (Ele), DAS, SG & TIC, BESCOM herein after refer to as the CLIENT") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the CLIENT, representing us in all matters before the CLIENT, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the CLIENT in all matters in connection with or relating to or arising out of our bid for the said Consultancy Assignment and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 2023

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……

(Signature)

(Name, Title and Address of the Authorized Signatory)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same be affixed under common seal in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.
2. Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

3 G. SUMMARY OF THE CV's OF KEY STAFF PROPOSED:

Sl. No	Key Professionals	Required Nos.	Working Experience	Core expertise	Working Experience with the firm
1.	Project Manager	2			
2.	Implementation Manager	2			
3	Development Lead	1			
4	Technical Support	2			

3H. SUMMARY OF BIDDER ANNUAL TURNOVER :

Name of the Bidder	Annual Turnover				
	2021-22	2022-23	2023-24	2024-25	2025-26

3I : SUMMARY OF BIDDER WORK EXPERIENCE/QUALIFICATIONS :

Sl. no	Name of the Bidder	Name of the Client	Name of the projects completed in the last 5 years	Award reference (date & No.)	Value of the contract in INR Lakhs	Value of the project in INR in Lakhs	Date of commence ment	Date of completion
1								
2								
3								
4								
5								
6								
7								

3J. AFFIDAVIT REGARDING CORRECTNESS OF INFORMATION FURNISHED AND DOCUMENTS SUBMITTED (In an appropriate value of stamp paper)

I/We…….residing at ……..(*Address*)Authorized Signatory/Proprietor /Partner/ Director of M/s……situated at ……. …… (*Address)* hereby solemnly declare as under:

1. That I/We have submitted my/our tender for …… in response to Invitation to Tender No……issued by …….. on the e-procurement portal https://KPP.karnataka.gov.in.

2. That I/We have uploaded the scanned copies/copies of the following documents as required by the tender document and in support of my meeting the stipulated eligibility and qualification requirements as stipulated in the tender document:
   (a) ……
   (b) ……
   (c) ……
   (d) ……
   (e) ……
   (f) …….

3. That the information furnished by me/us in the format are correct to the best of my knowledge and the documents/ certificates uploaded are true to the originals;
4. That I/We am in possession of the original documents and ready to produce the original documents and the original documents in support of the qualification information furnished for verification by the Employer or his authorized representative within 5 days of receiving the request from the Employer or his authorized representative;
5. That I/We have not made misleading or false representation in the Forms, Statements and Attachments submitted/uploaded in proof of qualification requirements;
6. That I/We do not have record of poor performance such as abandoning the works, not properly completing the contracts, inordinate delays in completion in completion, litigation history or financial failures etc,;

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder : _____

Address:

SECTION-4. FINANCIALPROPOSAL –STANDARDFORMS

(To be filled out and uploaded in the Technical Part in the E-procurement portal without disclosing the financial offer)

4A. Financial Proposal submission form.

4B. Summary of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Bidder)

To,

The General Manager (Ele)
DAS, SG & TIC
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102.

Sir,

Subject: Annual Maintenance of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM – Regarding Financial Proposal.

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal. Our Financial proposal is submitted on e-procurement portal in the Financial bid.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy: _____
Address: _____

4B. SUMMARY OF COSTS

Sl. No.	Description	Price (in Rs.) exclusive of GST	GST (%)	GST Amount (in Rs)	Price (in Rs.) inclusive of GST
1	Charges for Annual Maintenance of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM				

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

SECTION 5: TERMS OF REFERENCE

1. **BACKGROUND**
2. **A CONCISE STATEMENT OF OBJECTIVES**
3. **AN OUTLINE OF THE TASKS TO BE CARRIED OUT**
4. **PAYMENT & SERVICE LEVEL AGREEMENT**

5. TERMS OF REFERENCE AND SCOPE OF SERVICES

5.1 BACKGROUND :

BESCOM – Bangalore Electricity Supply Company Limited is responsible for power distribution in eight districts of Karnataka. BESCOM covers an area of 41,092 Sq. KMs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone - North, Bangalore Metropolitan Area Zone - South, Bangalore Rural Area Zone and Chitradurga Zone, 10 Circles, 34 Divisions, 149 Sub-divisions and 538 Section Offices.

5.2 OBJECTIVE OF THE PROJECT:

The objective of this RFP is to select vendor for Annual Maintenance of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM structured into four concise points :

1. Comprehensive Database Management

To maintain and enrich the existing DTLMS database by accurately tracking each Distribution Transformer from procurement through commissioning to end-of-life scrappage, Permanent Decommissioning, while seamlessly integrating new transformer additions in strict adherence to BESCOM's established protocols.

2. Failure Lifecycle & Financial Tracking

To ensure end-to-end traceability of every failed transformer—from the moment of failure declaration to the submission of the final completion report—including precise monitoring of repair costs, warranty status, and generation of relevant financial and performance reports.

3. Multi-Platform Preventive & Breakdown Maintenance

To schedule and execute Quarterly, Half-yearly, Annual, and Breakdown maintenance activities, facilitated through a robust, user-friendly Web Application and native Android/iOS mobile apps for field workforce management, real-time data capture, and offline synchronization.

4. UI/UX Revamp & Data Cleansing

To undertake a one-time comprehensive overhaul of the dashboard interface for improved usability and visualization, alongside a thorough data cleansing exercise to ensure accuracy, consistency, and integrity of the existing transformer master data.

A detailed outline of the tasks to be carried out is explained in the section 5.3.

5.3 AN OUTLINE OF THE TASKS TO BE CARRIED OUT :

Scope of work/services:

5.3.1 Maintenance of application for all existing working functionalities along with data integrity for existing 5.5 lakh plus approximate distribution transformers of BESCOM with incremental count for the contract period.

Existing working functionalities of the Application are:

Sl.no.	Existing Functionalities
(A) User Administration	
1	Ability for role and access based, wherein a user designated as Administrator shall have the rights to assign and remove roles to a user.
2	The user types are: Admin BESCOM Users
3	Ability to create User ID in the name of designation based on BESCOM

Sl.no.	Existing Functionalities
	hierarchy, organization structure of Corporate, Circle, Zonal, Division Office, Sub-division Office & Section office.
4	Ability to change the name, address and contact information of users after logging into the system.
5	Ability to send e-mail password details to the e-mail address of the person registered during User ID creation.
6	Ability to generate auto- email for notifying user about the User ID and password.
7	A user will have the "Forgot password" option, which when exercised will send a One-Time Password (OTP) of the user registered Mobile number. The user shall necessarily key in a new password while acting on the link.
8	The geographical hierarchy of all the offices under BESCOM and Transformer Repair Centre separately built into the system. For example: • BESCOM corporate Office • Zone 1 • Zone 2….n • Circle 1 • Circle 2 ….n • Division 1….n • Stores 1….n • Sub Division 1….n • Transformer Banks • O&M (Section Office) 1….n • Transformer Repair Centre • Repair Centre 1….n *Note:* BESCOM invites tender for repair of failed DTr's on item wise rate contract. DTLMS is operational as per award of repair of DTr's.
9	Admin user will have the provision to tag a user to a zone or a circle or a division etc. The user thus tagged can update data and perform actions only pertaining to the assigned Geography. If a user is tagged to a zone, he/she can access and act on records as per the powers assigned to all geography (i.e. circle, division, etc.) underneath the zone
10	Admin user can disable a user ID and edit / remove powers assigned to a user
(B) Transformer Master	
1	The system have the ability to create Transformer database with at least 60 attributes, following are some of the attributes: • Location details: Sub Division, O&M Unit, Sub-station, Feeder Name, Feeder Code, Village, Location (Longitude • Technical Details: Capacity, • Existing Codes: DTC code, Asset ID, Component ID, Location ID and Serial Number • Vendor/Manufacturer Details: Make, Year of Manufacture • Project/Scheme: Water supply , Ganga kalyana, RAPDRP etc • HT Line Length, LT Line Length

Sl.no.	Existing Functionalities
	• Financial Details: Warranty, Insurance, Original Cost, depreciation etc • General information (e.g. description, make/model, quantity, acquisition date) • Posting information (e.g. commissioning date, expected life of transformer) • Purchasing information (e.g. vendor number, purchase order number, receiving number) • Maintenance Details: Date of Maintenance, Oil Level etc • Repairs Details: Last Repair (Major or Minor), Date of Repair, Cost of Repair • Remarks
2	Ability to automatically or manually allocate unique IDs upon creation of the DTr's master record. The System will generate Unique Asset ID and Location ID for DTRs and will record and maintain any previous name/ ID under any existing application for ex: it maps the unique ID with existing DTC code, RAPDRP (Asset ID, Component ID, Location ID)
3	The system allows designated user to perform following modifications: • Transformer Master record creation • Deactivate master record (automatic upon scrapping of asset) • Change to location/ reporting unit • Change in assignment of asset to asset class
4	Ability to carry out mass changes automatically to a large extent for user-definable asset record selection criteria: • Mass change to depreciation methods • Mass change in depreciation rates • Mass change in expected life of transformer • Mass change in Transformer Serial Number, ID etc. • Mass change in locations/ reporting units
5	Provide audit trail for creation, amendments, transfer and deletion for all asset group and sub groups
6	Ability to capture disposal information such as: • Date of disposal • Cost, accumulated depreciation and net book values written off • Sales proceeds • Gain/ loss on disposal & Reasons for disposal
(C) Mobile based App (Both Android & iOS)	
1	The Mobile based app on Android & iOS with latest version have following functionalities: • Self-Registration: Device application will have self-registration form (with generic user registration fields) to send request to server application for authorizing the device. Once the request submitted to server, the administrator or other authorize person will take action of received requests. • Device authentication: The tablet/mobile application should have functionality to authenticate itself from server to unlock for various operations and it will be based

Sl.no.	Existing Functionalities
	on device IMEI number. The application will send request to server with device IMEI number for authorization. If device IMEI number is registered and activated in the system for data collection task then device application will unlock for various operations. • Device Configuration: Application will have functionality to configure itself automatically based on the device IMEI number. Each device will be authorized to work in particular administrative unit (i.e., sub-division, O&M etc). Once device authorized for DTLMS operations, the device specific master data and forms will be downloaded automatically from the server. Also, for future downloads only differential data will be downloaded from the server to conserve bandwidth and processing at device & server end.
2	Support for typical data Entry features: This includes text, selections, photos, Geo tagging and time stamping of reports & images.
3	Advanced form based data entry with ability for pre-loaded Transformer IDs/project names/ location/Capacity/Make village lists etc.
4	Ability to work offline while taking reports in remote areas, save multiple reports temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (WiFi).
5	Support for commonly available Android OS Mobile phones with New & Latest Version.
6	Ability to automated, manual and push based synchronization mechanism is employed to ensure that the datasets such as list of schemes are up to date on the mobile devices.
7	DTr's Tracking and data capturing: The mobile based app is used to capture any New DTr data into DTLMS database and also whenever the DTr is commissioned/decommissioned, the mobile app will capture the photograph of DTr with Unique DTC (location ID) and DTr ID with time stamp and geo-location (Latitude-longitude). The data is stored in encrypted mode in device's local cache.
8	The uploaded DTr data is approved by concerned authority in case of repairs/ maintenance/commissioning/decommissioning. The mobile app have functionality for multilevel workflow and approval matrix so that filed official can send a request through mobile app and approval can also be given through mobile app.
(D) Store operations and Repairs Management	
1	Ability to categorize stores as Central Stores, Divisional store and transformer Banks
2	Ability to undertake following workflow based store activities as per BESCOM processes: • Receipt of DTr's, Issue of Transformer & Maintenance of Daily Transformer Register (DTr). • Preparation of Gate pass for Transformer issued and supervision over issue of material, loading of trucks and checking thereof with Gate pass. • Ability to maintain DTRs receipt.

Sl.no.	Existing Functionalities
	• Ability to capture the details of DTr's receipt such as receipt number, date, supplier details, delivery challan number and date, Part/Full supply should be captured as part of DTr's receipt in addition. • Ability to associate DTr's receipt to Purchase Order number • Ability to capture details of DTr's like code, description, quantity received, quantity accepted should also be captured • Ability to generate receipt of items internally returned by the employees along with details like receipt no, date, employee details, department, stores, item, description, quantity and reason • Ability to identify the indent by an unique indent number • Ability to capture the details of the Indent like Date of Indent, Item code, Description, Quantity requested, Quantity Delivered, Required Ability to record Date of delivery, indenter etc. • Ability to maintain the status of the indent • Ability to maintain the DTr's registers. • Ability to capture the details of defected/under repair DTRs and provision to maintain the purchase return details • Ability to make adjustments to inventory after physical audit. • Ability to capture details of issue of DTr's like DTr's issue number, date, issued by, issued from store, received by and indent number • Ability to record and maintain details of Material like code, description, requested quantity, quantity issued and quantity pending should also be captured • To maintain register of transformer under scrap, failed transformer beyond guarantee period and sending for repairs • Inter Store transfers • Maintenance of time stamp based receipts on issuance and receipts of DTr's
3	Ability to undertake following Maintenance/Repairs Activities : • Ability to upload the list of routine maintenance plan as well as minor/major repairs • Ability to view the list of pending routine maintenance plan/ minor/major repairs • Ability to raise maintenance execution orders pending list as SMS alerts at defined intervals to concerned officials/repair centers to assist proactive work plans • Ability to raise the flags to the concerned officials/repair centers assigned for the Routine maintenance and repairs

Sl.no.	Existing Functionalities
	• Ability to receive the details of DTr's fault in the database • Ability to list and raise the alerts to the concerned personnel allocated for handling the repairs and also generating alerts in case of delays
4	• Provide a tracking feature to monitor and record information about the location and movement of DTr's. • Record information about movements including: • unique IDs (nameplates) of the DTr's; • current location as well as a user-defined number of previous locations (locations will be user-defined); • date item/time stamp sent/moved from location; • date item received at location (for transfers); and • user responsible for the move (where appropriate). • Support tracking of DTRs by the provision of request, checkout and check-in facilities that reflect the current location of the DTr's concerned along with Repairer status both in web application as well as mobile app. • Ability to generate various tracking reports • System will automatically prioritize the repair of transformer / auto scheduling of repairs based on type of DTC/ need based. Manual scheduling option is also given.
5	Ability to show exact location and status of transformer i.e., under transition, In stores, Under minor repairs/major repairs, commissioned, Repair centre etc. with exact time stamp of the status
6	Ability to raise SMS/Emails alerts in case of any delays in transitions, repairs etc. as per standard operating procedure.
(E) Alerts and Notification	
1.	Ability to generate following alerts and send notification/alert messages to BESCOM officials as per escalation matrix. • Delay in repairs/transformer maintenance • Delay in movement/transition of DTr's from stores/repair centers • Failure of transformer with Guarantee period and warranty • Delay in collection of DTr's from repair centers
2.	Alert Messages/Notification is generated in following ways: • SMS on the user registered mobile and higher officials as per escalation matrix • App based notification/alert on user mobile phone • Email on registered email IDs • Alert/Notification in DTLMS application
3.	Ability to send reminder against the alerts/notification in case of non-performance, delays etc in resolution of alerts/notifications
(F) Dashboard and MIS	
1.	Ability to generate following reports:

Sl.no.	Existing Functionalities
	• Total number of transformer failure per month per geography (O&M/Subdivision/Division/Circle/BESCOM) • Total number of DTr's on daily basis (O&M/Subdivision/Division/ Circle/BESCOM) • Performance of Repair Centre in terms for number of days taken for repairs, transformer failed within guarantee period. • Total expenditure on DTr repairs / office wise including the oil usage & maintenance
2.	Ability to show the consolidated statement/ MIS showing the status of transformer failed with exact status of O&M activities i.e., DTr replaced, DTr yet to be replaced with time stamps, DTr ID, Date of Failure, Docket Number, DTr Capacity and Concerned Official. The Consolidated statement have drill down options so that the Concerned Official can see all the status of failed transformers under his/her jurisdiction.
(G) Workflow	
1.	The DTLMS have all the workflows for all the following processes: • Database of new DTr's creation along Unique ID (Web Based and app based application) • Location ID creation (Web Based and Mobile app based application) • Store Management workflows (Web Based application) • Failure & Repairs Management Workflows i.e Minor/Major/Mass Repairs and preventive maintenance (Mobile app and Web based application) • Field activities i.e commissioning/decommissioning of DTRs ((Mobile app and Web based application) • Bill Generation for DTr's repairs (Web Based application) • Failure/Enhancement workflows • Inter Store Transfers workflows • Scrap workflows & Completion Report workflows
(H) Repairs Billing	
1.	DTLMS has the following Billing provisions - • Provision to generate bills for DTr's repaired as per the approved Rates (Minor Repairs and Major Repairs) and as per the BESCOM format for Bill Generation • View BESCOM Repairers rates for Minor/Major Repairs activities or Rate Contracts • Provision to attach scan copy of bills with system generated bills. • Ability to send the bills as per the workflow to designated official of BESCOM and also send reminders • Ability to take transformer ID repair details the approved rates directly

Sl.no.	Existing Functionalities
	based on actual repairs rather than manually adding the details
2.	Ability to show the status of bill generated as pending, under process, approved, rejected, additional information required etc
3.	Ability to send additional information request by Accounts Officer to Transformer Repair Centre in case of discrepancy. Ability to issue notifications/alerts in case of delays in processing of Bills to designated officials as per escalation matrix (approved by BESCOM)
4.	Ability to generate monthly MIS of total bills generated and approved, Average time taken to approve bills (BESCOM Wise, Circle/Division/Sub-division & OMU wise)
(I) Failure/Enhancement Transaction	
1.	Ability to generate Estimation and workflow for Failures/Enhancement and to get approval from Section officer and Sub Division officer based on requirement from BESCOM
2.	Ability to create work order for estimate prepared and workflow to get approval from AE(T), Store Officer, Accounts Officer, Division Officer and Circle Officers as per requirement from BESCOM
3.	Ability to create Indent for approved work order and workflow for approval from Section officer and Sub Division Officer
4.	Ability to raise Invoice for approved Indent and workflow for approval from Store officer and send notification to Store Keeper to issue approved materials
5.	Ability to Decommission request for approval from Section Officer and Sub division officer based on requirement of BESCOM
6.	Ability to create Return Invoice, get approval from Section Officer and Sub division officer based on requirement of BESCOM
7.	Ability to create completion report and get approval from Section Officer,Sub division officer, Accounts Officer and Division Officer based on requirement of BESCOM
(J) Repair/Scrap Transaction/Permanent Decommissioning	
1.	Ability to create a repair transaction for Store Keeper and get approval from Store Officer once repaired it should be allowed to perform MT inspection followed by review from Store Officer
2.	Ability to create Scrap request by Store Keeper and get receipt from Store Officer & allow to perform MT inspection for scrap and get approval for the same
(K) Inter Store Transfer Transaction	
1.	Ability to initiate Inter Store Transfer by Store Keeper and further approval by Store Officer and initiate issue request to Store Officer and Store Keeper and once approved send to store keeper to receive/inward
(L) Completion Report	
1.	Completion report for all above transactions are generated post all approval and activities for each transaction is carried out
2.	Completion report will have details of all steps for each transaction
3.	Completion report is customized as per report from BESCOM

5.3.2 Integration of Distribution Transformer Lifecycle Management software (DTLMS) with the BESCOM existing IT applications like RAPDRP, PGRS, Enumeration of IP Sets and DTCs, and any other newly developed software related to DTCs/DTr's. Existing DTr's Data/Workflows which will be integrated with various existing applications like RAPDRP, PGRS etc shall not be hampered. Data to be migrated/integrated will be cleansed, rationalized, transformed and reconciled. The Bidder will have to deploy suitable number of resources for coordination with all the vendors to get the data, integration requirements data cleansing, rationalization, transformation and reconciliation of DTr's data as and when BESCOM intends to integrate DTLMS with any other new applications. The integration is expected to be on-line real time or batch where appropriate and shall operate in an automated fashion without manual intervention.

5.3.3 The Bidder will be responsible for all the upgrades, updates, installation of patches and overall maintenance of the software. All the software licenses purchased shall be in the name of BESCOM and the system software licenses required shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to the BESCOM for the entire period of contract. The Bidder shall implement Transport Layer security using Secure Sockets Layer (SSL). The cost of SSL & any other (if any) certificate shall be accounted in the bid price.

5.3.4 The Bidder shall implement robust, industry-standard cybersecurity measures to protect the digital infrastructure against unauthorized access, malware, and data breaches, ensuring continuous monitoring, vulnerability management, and immediate incident reporting throughout the contract period.

5.3.5 Operations and Maintenance (O&M) of the entire DTLMS including Application, IT & Non-IT infrastructure for a period of THREE years from the date of DWA during normal working hours of BESCOM offices. The support will address all user level queries, fixing bugs, data backup and archiving, enhancements, changes to configurations, customizations, patch updates, upgrades, database administration, security etc. At least one software developer and one on-site project management resource person shall be dedicatedly deployed in the project during the maintenance phase. The cost of these two resources shall be included in the bid price. The Operation & Maintenance of the Overall System Solution (including but not limited to Hardware, System Software, Application Software and other Infrastructure). These services shall be accessed through a Single Point of Contact (SPOC). The Bidder is expected to plan for following contingencies.

a) Provide Technical Support for reporting field user incidents / issues / problems and also Online users
b) Provide necessary channels for reporting issues. The incident reporting channels shall be all of the following:
i) Specific E-Mail account.
ii) Online reporting through a web based form.
iii) Provide mobile/telephone numbers for logging complaints.
c) Escalate the calls, to the appropriate levels, if necessary as per the escalation matrix agreed between the Bidder and BESCOM. The escalation matrix shall be developed by the Bidder in discussion with BESCOM.
d) Coordinate with respective Officers for closure of calls.
e) Creation of knowledge base on frequently asked questions to assist field user departments in resolving basic issues themselves.

f) Bidder will be required to maintain daily backups of the database on reliable backup media like DAT drives, CDs, tape, Cloud etc.

g) The Bidder to provide support services to track and route requests for service and to assist end users in answering questions and resolving problems at field offices.

5.3.5 The bidder shall undertake any minor changes to the existing functionalities of applications (covered in scope of this document) at no additional cost to BESCOM.

Minor changes are defined as below:

Bugs identified in the production.
Data updating requests by BESCOM based on existing tables.
Changes in help manual documentation.
Fine tuning of the database/application to optimize the response time.
Any Changes which would not take more than 3 man days of effort.

Note: The changes which doesn't classify as Minor, are considered as Major.

The number of man days required for implementation of any Major changes will be mutually agreed between BESCOM and bidder. Price per man day, quoted by the bidder as part of the price bid will be considered for evaluation of cost of change request.

5.3.6 The Bidder shall also maintain the DTLMS Mobile application (both Android & iOS) which has the following functionalities :

a) Self-Registration: Device application will have self-registration form (with generic user registration fields) to send request to server application for authorizing the device. Once the request submitted to server, the administrator or other authorize person will take action of received requests.

b) Device authentication: The tablet/mobile application should have functionality to authenticate itself from server to unlock for various operations and it will be based on device IMEI number. The application will send request to server with device IMEI number for authorization. If device IMEI number is registered and activated in the system for data collection task then device application will unlock for various operations.

c) Device Configuration: Application will have functionality to configure itself automatically based on the device IMEI number. Each device will be authorized to work in particular administrative unit (i.e., sub-division, O&M etc). Once device authorize for DTLMS operations, the device specific master data and forms should be downloaded automatically from the server. Also, for future downloads only differential data should be downloaded from the server to conserve bandwidth and processing at device & server end.

d) Support for typical data Entry features: This must include text, selections, photos, Geo tagging and time stamping of reports & images.

e) Ability to work offline while taking reports in remote areas, save multiple reports temporarily until data is sent later via mobile network (GPRS data capability) or WLAN (WiFi) with synchronization aspects being automatically taken care of. .

f) Support for commonly available Android, Windows and iOS mobile phones.

g) The uploaded DTC/DTr data need to be approved by concern authority in case of repairs/ maintenance/commissioning/decommissioning. The mobile app has

functionality for multilevel workflow and approval matrix so that field official can send a request through mobile app and approval can also be given through mobile app.

h) Any plugins/extensions/technologies/third party applications used must be properly licensed and there must not be infringement/violation/breach of any of the copyrights.

i) Preventive Maintenance Module in the App along with subsequent report and formats as decided by BESCOM from time to time.

5.3.7 Based on the request from BESCOM, bidder shall be able to generate the MIS reports on usage of DTLMS Application as per required formats.

5.3.8 Bidder shall provide Refresher Training for BESCOM personnel as and when required. The Bidder shall also ensure a proper hands-on training to the designated end-users on the solution implemented so as to make them well conversant with the functionalities, features and processes built in the solution.

5.3.9 It is the responsibility of the bidder to arrange, host and manage the server hardware, application and database software required for operation of the Application (Web & Mobile) in BESCOM data center. Bidder can migrate the existing arrangement to Cloud Network during the contract period if he wishes to handle the software without accessing the BESCOM Data center at no additional cost to BESCOM. The server shall be monitored for CPU, Network, Memory, I/O etc. using the standard monitoring tools.

5.3.10 The Bidder shall strictly comply with all provisions of the Digital Personal Data Protection (DPDP) Act, 2023, and its rules, ensuring that all digital personal data processed during the bidding and subsequent execution of the contract is handled with explicit consent, appropriate security safeguards, and strictly for the authorized purpose.

5.3.11 The Bidder shall deploy a dedicated ticketing tool to log, track, and resolve system issues raised by field officers, ensuring seamless ticket creation and status updates through both a secure web application and an integrated Business WhatsApp channel ensuring that all tickets are addressed, escalated, and resolved strictly within the defined Service Level Agreement (SLA) timelines.

5.4 PAYMENT TERMS & SERVICE LEVEL AGREEMENT:

5.4.1.1 The successful bidder shall coordinate with BESCOM and the existing vendor/developer of DTLMS Application for seamless operation, maintenance and access of all functionalities within 4 weeks from the date of issue of DWA.

5.4.1.2 In case if successful bidder fails to take over the maintenance of Web & Mobile App Within a period of one month from the date of issue of DWA, BESCOM reserves the right to cancel the contract and award the contract to L2 or subsequent bidders at the prices quoted by L1 bidder.

5.4.1.3 The successful bidder shall get into agreement with BESCOM for Non-Disclosure Agreement, Contract Agreement in prescribed format of BESCOM.

5.4.2 Payment Schedule

5.4.2.1 Payment to the successful bidder shall commence from the date of successful completion of maintenance handover. The successful completion and accessibility of DTLMS application shall be certified by designated BESCOM official.

5.4.2.2 Payment will be made as per conditions in the Letter of Award to the successful bidder that is one time payment (25% of DWA Cost) after successful completion UI/UX revamp & Data cleansing and balance 75% amount will be divided into three years as maintenance payment.

5.4.2.3 The Maintenance Payment shall be made on yearly basis upon submission of QR-Code generated e-invoices in triplicate duly certified by Manager (TIC), AGM(TIC) , DGM(TIC) and counter signed by The General Manager, DAS, SG & TIC, BESCOM along with the satisfactory performance certificate, supporting documents and SLA adherence reports.

5.4.2.4 BESCOM shall verify the bill and supporting documents after receipt of bill from the Contractor. BESCOM shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable. All the payments made by BESCOM will be in Indian Rupee only. No payment made by BESCOM herein shall be deemed to constitute acceptance by BESCOM of the goods or services or any part(s) thereof.

5.4.2.5 If any excess payment has been made by BESCOM due to difference in quoted price in the proposal and Contractor's invoice, BESCOM may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.

5.4.2.6 At its own discretion, BESCOM shall make payments either through crossed bank cheque or electronic bank transfer.

5.4.2.7 Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes.

5.4.2.8 Successful bidder shall submit monthly MIS reports & SLA adherence reports during the first day of the following month.

5.4.3 Service Level Agreement

Up-time

Sl. no.	Performance	Requirement
1	Baseline	> 98.5% up-time calculated on a quarterly basis
2	Lower performance	97-98.5% up-time calculated on a quarterly basis
3	Breach	< 97% up-time calculated on a quarterly basis

Note:

1. The up-time SLA will be implemented only during the maintenance phase.
2. In case of breach of condition stipulated, BESCOM may issue a show cause notice seeking explanation from the Bidder. BESCOM may choose to terminate the contract if response is not found satisfactory.

Timely error resolution:

Sl. no.	Type of Ticket	Requirement	Penalty
1	Critical Issues	Within 24 hours of reporting	0.5% of Monthly Maintenance charges for each day delay thereafter
2	High	Within 48 hours of reporting	0.5% of Monthly Maintenance charges for each day delay thereafter
3	Low	Within 7 days of reporting	0.5% of Monthly Maintenance charges for each day delay thereafter

Note:

1. This error resolution SLA will be implemented only during the maintenance phase.
2. The time taken for error resolution will be calculated as follows (B-A), wherein:
    a. A = BESCOM reports an error by e-mail/ticket raise mechanism providing error details
    b. B = The time at which Bidder confirms by e-mail that the error has been resolved.

In case of breach condition, BESCOM may issue a show cause notice seeking explanation from the implementation agency. BESCOM may choose to terminate the contract if response is not found satisfactory.

SECTION 6: CONTRACT FOR BIDDER'S SERVICES

Between

_____

[Name of Client]

And

_____

[Name of Bidder]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (herein after called the" Contract") is made on the _____day of the month of**…….**2023 between, on the one hand, The General Manager (Ele), DAS, SG & TIC, BESCOM, ----------(herein after called the "Client") and, on the other hand**,……**(herein after called the "Contractor").

WHEREAS

(a) the Client has requested the Contractor to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel
   Appendix D: Services and Facilities to be provided by the Client
   Appendix E: Breakdown of Contract Price
   Appendix F: Form of Performance Security (Performance Bank Guarantee)
   Appendix G: EMD declaration

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
   (a) The Contractor shall carry out the Services in accordance with the provisions of the Contract;
   and
   (b) The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By (Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONTRACTOR]

By (Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

e. "GC" means these General Conditions of Contract;

f. "Government" means the Government of Karnataka;

g. "Local currency" means Indian Rupees;

h. "Member", shall be the authorized representative of the Contractor specified in the SC to act on their behalf in exercising all the Contractor's rights and obligations towards the Client under this Contract.

i. "Party" means the Client or the Contractor, as the case may be, and Parties means both of them;

j. "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

k. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

l. "Services" means the work to be performed by the Contractor pursuant to this Contract as described in Appendix A; and

m. **(Not applicable)** "Sub-Contractor" means any entity to which the Contractor subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

~~n.~~ **(Not applicable)** 'Third party" means any person or entity other than the Government, the Client, the Contractors, or a Sub-Contractor.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Contractor, Sub-Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (f):

(a) if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Contractor (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a

material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Contractor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) Any events listed in SC.

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Contractor**

The Contractor may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractor' notice specifying such breach;

(c) if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii)

any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Contractor shall, immediately upon

dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Contractor:

(a) Payments pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Contractor:

3.1 General

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractor or third parties.

3.2 Conflict of Interests

3.2.1 **Contractor Not to Benefit from Commissions, Discounts, etc.**

The payment to the Contractor pursuant to Clause 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Sub-Contractor, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Contractor, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractor shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Contractor and Affiliates Not to engage in certain Activities**

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and their affiliates, shall be disqualified from providing

goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Contractor nor their Sub-Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Contractor, their Sub-Contractor, and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. A Non-Disclosure agreement as per prevailing data sharing policy of BESCOM shall be executed between the Client and Contractor (all the personnel engaged in the activity) before signing of contract and any information is shared.

3.4 **Insurance to Be Taken out by the Contractor**

The Contractor (a) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractor', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Contractor's Actions Requiring Client's Prior Approval**

The Contractor shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractor shall remain fully liable for the performance of the Services by the Sub- Contractor and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Contractor shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Contractor to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractor in accordance with Clause 3.6 shall become and remain the

property of the Client, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Contractor by the Client or purchased by the Contractor with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Contractor shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractor, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Contractor's Personnel and Sub-Contractor**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractor' Key Personnel are described in Appendix C.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client with negative financial implication of 2.50 % of the quoted monthly emoluments against the original key professional at the time of agreement.

(c) The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the client shall:

(a) issue to officials, agents and representatives of the client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Contractor and the Personnel employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Contractor, Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Contractor and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Contractor as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

6. **Payment to the Contractor:**

6.1 **Contract Price**

The Contract price is set forth in the SC. The Contractor's total remuneration shall not exceed the Contract Price during the Contract Period and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractor in carrying out the Services described in Appendix A.

6.2 **Terms and Conditions of Payment**

- Payments will be made to the account of the Contractor and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Contractor have submitted an invoice to the Client specifying the amount due.
- **Penalty Clause -**

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is NOT APPLICABLE.
1.4.1	The addresses are: Client: Office of the General Manager (Ele), DAS,SG & TIC, BICC-1, 23rd Main, 17th Cross Sector-2, HSR Layout, BESCOM,Bengaluru – 560102. E-mail: gmdas@bescom.co.in
1.4.2	Notice shall be deemed to be effective as follows: (a) In the case of personal delivery or registered post, on delivery; (b) In the case of Fax/e-mail, 24 hours following confirmed transmission.
1.6	The General Manager (Ele), DAS, SG & TIC, Corporate office, BESCOM is the authorized Representative of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM) (here after called as CLIENT). The Client's authorized Representative shall take all the actions required with respect to the execution of this Contract. However, Client Authorized Representative can recommend to the Client regarding termination of contract with relevant contractual documents. Contractor shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution The authorized representatives for client: **The General Manager (Ele),DAS, SG & TIC, BESCOM**
1.7.1	The service is inclusive of GST and applicable taxes and The Contractor shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.1	The date on which this Contract shall come into effect is: *Date of issue of Detailed Work Award (DWA)*
2.2	The Contractor shall begin carrying out the Services immediately after the date the Contract becomes effective.
2.3	This contract shall be valid for a period of 03 years from the date of issue of DWA and extendable for a period of one more year based on mutual consent & performance.
2.7.1	**Performance of Contractor :** i. Contractor is expected to fully adhere to all the provisions of terms of reference and shall be fully responsible for successful implementation of the Project in accordance with the provisions of the works contract agreement and other schedules agreed between the Client /Client's Representative and the works contractors. Any failure of Contractor in notifying to the Client and work contractor on non-compliance of the work contract agreement and other schedules by the work contractor, non-adherence to the provisions of terms of reference and non-adherence to the time schedule prescribed under terms of reference amounts to nonperformance of the Contractor. In such a condition, Client has the right to encash the performance security and terminates the contract. ii. If the Contractor fails to deploy the key and sub key manpower as agreed in the terms of

	reference, will amount to non-performance of contractor. In such a condition, Client has the right to encash the performance security and terminates the contract. iii. During the execution of works; if the Contractor fails to perform their obligations as specified in terms of reference either with respect to progress monitoring and or quality control by the Contractor team the same shall be treated as non-performance of contract.
3.4	The risks and the coverage's shall be: (1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct,1988,inrespect of motor vehicles operated in India by the Contractor or their Personnel or any Sub-Contractor or their Personnel, for the period of Consultancy; (2) Third Party liability insurance for the period of Contract; (3) Client's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (4) Professional liability insurance, with a minimum coverage equal to total contract value for this contract; and (5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Contractor' property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.
3.5(c)	As defined in Terms of Reference (TOR).
3.7	The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
5.1(d)	Clause 5.1 (b) is not applicable.
6.2	The amount of Contract is the approved cost of the service inclusive of applicable GST.
6.2	Payments shall be made according to the following schedule: • The Contractor shall submit the e-way bill in (Triplicate) in accordance with the Contract Agreement and agreed billing schedule in Work award to the successful bidder enclosing necessary supporting documents. The documents to be submitted will be mutually agreed between selected Bidder and BESCOM during Contract signing. • Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties and levies assessed on the Contractor, its Sub-contractors or their employees by all municipal, state or national government authorities in connection with the Project. The prices quoted by the Contractor shall be inclusive of all taxes, duties and levies. The taxes, duties and levies (including abatement/taxable composition, if any) as applicable will be paid to the Contractor against documentary evidence. • Payment will be made as per conditions in the letter of Award to the successful bidder. • The Client shall verify the bill and supporting documents after receipt of bill from the Contractor. The Client shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable. All the payments made by the Client will be in Indian Rupee only. No payment made by the Client herein shall be deemed to constitute acceptance by the Client of the goods or services or any part(s) thereof.

	• If any excess payment has been made by the Client due to difference in quoted price in the proposal and Contractor's invoice, the Client may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor. • At its own discretion, the Client shall make payments either through crossed bank cheque or electronic bank transfer. • Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes • Payment will be arranged by Assistant General Manager (F&C), DAS, BESCOM upon submission of invoices by the contractor duly certified by Manager(TIC), Assistant General Manager (TIC) ,Deputy General Manager (TIC) and counter signed by General Manager, DAS, SG & TIC, BESCOM.
6.5	Not applicable.
7.2	Disputes shall be settled by arbitration in accordance with the following provisions.
7.2.1	Selection of Arbitrators: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Managing Director, BESCOM, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Managing Director, BESCOM, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi. (c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
7.2.2	Rules of Procedure : Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India
7.2.3	Substitute Arbitrators

	If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
7.2.4	Qualifications of Arbitrators The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.
7.2.5	Miscellaneous In any arbitration proceeding hereunder: (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore. (b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
8.	**Performance Security:** 8.1 The Contractor shall provide guarantee for the performance of the contract within 14 days after the receipt of the Letter of intent to ward. The Performance security shall be in the form of an unconditional Bank guarantee issued by a scheduled bank located in India amounting to **5% of the Contract value** and in the format prescribed or in such other format as may be agreed between the client and the contractor. The cost and complying with the requirement of this clause shall be borne by the contractor. No interest will be payable on the Performance security. 8.2 The Performance Bank Guarantee shall be valid until the contractor has executed and completed the works therein in accordance with the Contract at least for a period of 90 days after the project completion. 8.3 Claims Under Performance Guarantee Prior to including a claim under the performance Guarantee the Client shall in every case notify the contractor stating the nature of the default in respect of which the claim is made
9.	**Penalty:** Penalty is applicable as specified in clause 6.4 of SC. **Liquidated Damages:** ▪ The Contractor should bear in mind that time is the essence of the Contract. If the Contractor fails to complete the Scope of Work of the Project or any part thereof within the Time for Completion or any extension thereof as per clause 2.5.3 of GC, the Client shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty, without prejudice to the Client's Other remedies under the Contract. For imposition of LD, the loss/ damages suffered by the Client due to delays by the Contractor are the basic criteria. ▪ The recovery towards compensation should take place when loss/damage has actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the Contract and reasons for delay are attributable to the Contractor but the Client has not suffered any actual out-of-pocket loss specifically due to delay in performance of the Contract, as evidenced by written documentation setting forth the basis for such loss, no sum as LD is recoverable

	from the Contractor. However, in such cases, a nominal LD as described in this clause will be recovered. ▪ Calculation of Liquidated Damages: A sum equivalent to half percent (0.5%) of the total price in Price Bid for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Project. ▪ The total recovery against liquidated damage in all cases, however, shall not exceed ten percent (10%) of the total price in Price Bid. If the amount of LD exceeds this limit, the Client reserves right to terminate the Contract.
10.	**Time period for various activities:** *Refer: Terms of Reference*

SECTION IV: APPENDICES

Appendix A: Description of the Services

Refer: Terms of reference and special conditions of the contract.

Appendix B: Deliverables by Contractor and performance of Contractor

Refer: Terms of reference.

Appendix C:Key Personnel

Refer: Terms of reference.

Appendix D: Services and Facilities to be provided by the Client

Refer: Terms of reference

Appendix E:Breakdown of Contract Price in Indian Rupees

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(Clause-29 of Instructions to Tenderer)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee:**……**Date: **……**

To,
The General Manager (Ele)
DAS, SG & TIC,
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102

WHEREAS**……..**[Name and address of Contractor] hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract to "**Annual Maintenance Contract of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM".** Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of …… [amount of Guarantee] ……. [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ……. [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid until 60 days from the date of expiry of the Defects Liability Period.

Signature and Seal of the Guarantor……. In presence of
Name and Designation
(Name, Signature &Occupation)

Name of the Bank
Address
(Name & Occupation)

Date……

Note: This format is for the information of the contractor and is <u>not</u> to be completed and uploaded on the e-procurement portal.

Appendix G:

EMD Declaration

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer …….. (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer……. (Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity / extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a performance security and Additional performance security, if any, before the deadline fixed in the tender document, then …… (Name of the tenderer) will be debarred for participation in the tendering process for the procurements of this procurement entity for a period of one year from the date of default.

Signature of the Authorised signatory
Office seal

Appendix H:

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date ……..

TO

The General Manager (Ele)
DAS, SG &TIC,
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102

Dear Sir/Madam,

Sub: Extension of Bank Guarantee No …….for Rs…….favouring yourselves, expiring on …….. on account of M/s……..in respect of Contract No ……dated…….....(hereinafter called original Bank Guarantee).

At the request of M/ s ……,We…….Bank, Branch Office at ……..and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No …… Dated …… for a further period of ……Years/Months from …….to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……dated ……..shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For .....
Manager/Agent/Accountant
Power of Attorney No .....
Dated .....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

Appendix I:

PROFORMA OF LETTER OF UNDERTAKING
(To be executed on Non-Judicial paper of requisite value)

Ref …… Date …….

TO
The General Manager (Ele)
DAS, SG &TIC,
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to the……(full scope of Work).

   b. Notice Inviting Tender.
   c. Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder", "General Terms & Conditions of Contract (GCC)"
   d. Special Conditions of Contract (SCC) along with Annexure …..... to .....
   e. Technical Specifications.

2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

3. I/We hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address
Name .....
Designation .....
Name of Co ..... (in Block Letters)
*Strike out whichever is not applicable.

Signature along with Seal of Co.
……..
(Duly authorized to sign the Tender On behalf of the Contractor)

Appendix J:

Bidder's Name & Address:

To,
General Manager (Ele)
DAS, SG &TIC,
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No……. dated …….. for ……, we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**
Clause 6.2 of General Conditions of Contract-GCC.
b) **Bid Security /EMD:**
Clause 13 – Instruction to Tenderer-ITT.
c) **Contract Performance Guarantee.**
Clause 29 - Instruction to Tenderer-ITT
d) **Penalty for Delay.**
Clause 6.2 of General Conditions of Contract-GCC

We further confirm that any deviation to the above Clauses at Sl. No. (a) to (d) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to

Date: Signature along with Seal of Co.
……

(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix K:

IMPORTANT : TO BE UPLOADED IN E-PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN DEFAULTED IN SUPPLIES/SERVICES/INSTALLATION AND COMMISSIONING

(To be furnished on the Bidder's Letter Head)

Ref …… Date …….

NOT DEFAULTED DECLARATION

To,
General Manager (Ele)
DAS, SG &TIC,
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102
Dear Sir,

Sub: Tender Enquiry No. **BESCOM/2026-27/SE0471** for "Annual Maintenance Contract of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM"

We hereby declare that, we have not been defaulted in supplies/services/ installation and commissioning against any of the previous Purchase Orders/Work Awards placed by any ESCOMs/ any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date:

Signature along with Seal of Co.
…….
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix L:

IMPORTANT: TO BE UPLOADED IN E-PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BIDDER NOT HAVE BEEN BLACK LISTED IN SUPPLIES/SERVICES/INSTALLATION AND COMMISSIONING
(To be furnished on the Bidder's Letter Head)

Ref …… Date …….

NOT BLACK LISTED DECLARATION

To,

General Manager (Ele)
DAS, SG &TIC,
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102Sir,

Sub: Tender Enquiry No. **BESCOM/2026-27/SE0471** for "Annual Maintenance Contract of Distribution Transformer Lifecycle Management Software (DTLMS) for BESCOM"

We hereby declare that, we have not been black listed in supplies/services /installation and commissioning against Purchase orders/Work Awards placed by any ESCOMs / any electrical distribution utilities/ PSUs/ Govt. utilities as on the date of bid opening.

Date:

Signature along with Seal of Co.

…….
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

Appendix M:

IMPORTANT: TO BE UPLOADED IN E-PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be furnished on the Bidder's Letter Head)

Ref …… Date …….

To,
General Manager (Ele)
DAS, SG &TIC
BICC-1, 23rd Main, 17th Cross
Sector-2, HSR Layout
Bengaluru – 560102

Dear Sir/Madam,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 13 of Section IFB of Bid Documents relating to the Tender Enquiry No. …… for ……... (full scope of Work).

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: Signature along with Seal of Co.

…….
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**
Please Note: Among the above two declarations, only one which is applicable is to be declared